

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

FREDDIE J. COOK and)	
BILL H. COOK,)	
)	
Plaintiffs/Counter-defendants,)	
)	
v.)	No.: 3:05-CV-439
)	(GUYTON)
MARK HUGHES, Individually and as)	
Representative and Administrator of the)	
Estate of ROBYN McCRONE)	
)	
Defendant/Counter-plaintiff,)	
)	
and)	
)	
JOSEPH HATCHCOCK,)	
)	
Defendant.)	

FINAL JUDGMENT ON DECISION BY THE COURT

Upon consideration of the Agreement of Compromise [Doc. 41], the Joint Statement of Stipulated Facts [Doc. 47], the Motion for Summary Judgment [Doc. 45] and Memorandum in Support of Motion for Summary Judgment [Doc. 46] filed by Erie Insurance Group, and GEICO Insurance Company's Response to Erie Insurance Group's Motion for Summary Judgment [Doc. 48] and in light of the Memorandum and Opinion [Doc. 49] the Court has entered granting Erie Insurance Group's Motion for Summary Judgment, it is accordingly:

ORDERED that Plaintiff Freddie Jane Cook is awarded damages in the amount of eighty thousand dollars (\$80,000.00), and Plaintiff Bill Cook is awarded damages in the amount of forty-five thousand dollars (\$45,000.00);

It is further **ORDERED** that GEICO Insurance Company shall pay twenty-five thousand dollars (\$25,000.00) of the damages awarded to Plaintiff Freddie Jane Cook and Erie Insurance Group shall pay the remaining fifty-five thousand dollars (\$55,000.00) of the damages awarded to Plaintiff Freddie Jane Cook;

It is further **ORDERED** that GEICO Insurance Company shall pay twenty-five thousand dollars (\$25,000.00) of the damages awarded to Plaintiff Bill Cook and Erie Insurance Group shall pay the remaining twenty thousand dollars (\$20,000.00) of the damages awarded to Plaintiff Bill Cook;

It is further **ORDERED** that the Erie Insurance Group shall have no right to subrogation for medical payments made under any policy to Plaintiff Freddie Jane Cook and Plaintiff Bill Cook;

It is further **ORDERED** that State Farm Insurance Company's right to subrogation for medical payments made under any policy shall be limited to two thousand, five hundred dollars (\$2,500.00) per plaintiff; and

Finally, it is **ORDERED** that the Defendants shall divide payment to the mediator equally, if such payment has not already been made.

This Final Judgment constitutes the Court's final decision on the merits as to all claims of the parties. Any claim not addressed herein is dismissed with prejudice.

Dated at Knoxville, Tennessee, this 9th day of January, 2009.

/s/ Patricia L. McNutt
PATRICIA L. McNUTT
CLERK OF COURT